

Amendment # 1

This is an Amendment to the Quantity Purchase Agreement #9355 entered into by and between PEN Products/Wabash Valley (hereinafter referred to as "State") and International Paper Company, XPEDX (hereinafter referred to as "Contractor") dated April 26, 2002.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to price changes as follows: The allowed is based on price escalation in original contract per the increase in vendor/contractor's actual cost increase. See attached documentation. The effective date will be January 24, 2003 or the date of the State's last signature, whichever is last. mc
1/24/03

Line Item	Description (Price listed is per thousand sheets)	Old Price	New Price
1.	Carbonless Paper, 18/20# 8 1/2 x 11, 2 Part Rev. Seq. P/W	\$7.40/m	\$7.86/m
2.	Carbonless Paper, 18/20# 8 1/2 x 11, 2 Part Rev. Seq. C/W	\$7.40/m	\$7.86/m
3.	Carbonless Paper, 18/20# 8 1/2 x 11, 3 Part Rev. Seq. P/C/W	\$8.09/m	\$8.59/m
4.	Carbonless Paper, 18/20# 8 1/2 x 11, 4 Part Rev. Seq. G/P/C/W	\$8.65/m	\$9.19/m
5.	Carbonless Paper, 18/20# 8 1/2 x 11, 5 Part Rev. Seq. GD/P/C/G/W	\$8.88/m	\$9.43/m
6.	Carbonless Paper, 18/20# 17 1/2 x 22 1/2, 2 Part Rev. Seq. C/W	\$30.41/m	\$32.30/m
7.	Carbonless Paper, 18/20# 8 1/2 x 11, 6 Part Rev. Seq. GD/P/C/G/B/W	\$9.15/m	\$9.72/m
8.	Carbonless Paper, 18/20# 17 1/2 x 22 1/2 3 Part Rev. Seq. P/C/W	\$34.38/m	\$36.51/m
9.	Carbonless Paper, 18/20#, 17 1/2 x 22 1/2 4 Part Rev. Seq. G/P/C/W	\$36.660/m	\$38.93/m
10.	Carbonless Paper, 18/20# 17 1/2 x 22 1/2, 5 Part Rev. Seq. GD/P/C/G/W	\$38.00/m	\$40.36/m
11.	Carbonless Paper, 18/20#, 17 1/2 x 22 1/2, 2 Part Rev. Seq. P/W	\$75.00/m	\$79.65/m
12.	Carbonless Paper, 18/20# 8 1/2 x 14, 2 Part Rev. Seq. C/W, Recycled	\$9.11/m	\$9.67/m
13.	Carbonless Paper, 18/20# 8 1/2 x 11, 2 Part Rev. Seq. C/W, Recycled	\$17.02/m	\$18.07/m
14.	Carbonless Paper, 18/20# 8 1/2 x 11, 3 Part Rev. Seq. P/C/W, Recycled	\$20.00/m	\$21.24/m
15.	Carbonless Paper, 18/20# 8 1/2 x 14, 3 Part Rev. Seq. P/C/W, Recycled	\$10.98/m	\$11.66/m
16.	Carbonless Paper, 18/20# 17 1/2 x 22 1/2, 4 Part Rev. Seq. G/P/C/W, Recycled	\$39.10/m	\$41.52/m
17.	Carbonless Paper, 18/20# 8 1/2 x 11, 4 Part Rev. Seq. G/P/C/W, Recycled	\$22.25/m	\$23.63/m
18.	Carbonless Paper, 18/20# 17 1/2 x 22 1/2 3 Part Rev. Seq. P/C/W, Recycled	\$36.66/m	\$38.93/m
19.	Carbonless Paper, 18/20# 8 1/2 x 11, 5 Part Rev. Seq. GD/P/C/G/W, Recycled	\$9.50/m	\$10.08/m
20.	Carbonless Paper, 18/20#, 17 1/2 x 22 1/2, 2 Part Rev. Seq. C/W, Recycled	\$33.35/m	\$35.41/m
21.	Padding Compound for NCR Brand Carbonless Paper	\$46.66/gal	\$49.55/gal
22.	Indicator Spray for Testing Carbonless Paper, CF	\$56.00/cs	\$59.47/cs

Total amount of this action is \$ N/A. Total remuneration of this contract is not to exceed \$ N/A.
N/A due to quantities are based on estimated amounts established on the QPA agreement.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: C.R. Brown (Where Applicable)

By: XPEDX / AN INTERNATIONAL PAPER CO Attested By: _____

Printed Name: C. R. BROWN

Title: MANAGER - TAX SUPPORTED BUSINESS

Date: 12-11-02

Linda

Amendment # 1

This is an Amendment to the Quantity Purchase Agreement #9355 entered into by and between PEN Products/Wabash Valley (hereinafter referred to as "State") and International Paper Company, XPEDX (hereinafter referred to as "Contractor") dated April 26, 2002.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to price changes as follows: The allowed is based on price escalation in original contract per the increase in vendor/contractor's actual cost increase. See attached documentation. The effective date will be January 24, 2003 or the date of the State's last signature, whichever is last.

Line Item	Description (Price listed is per thousand sheets)	Old Price	New Price
1.	Carbonless Paper, 18/20# 8 1/4 x 11, 2 Part Rev. Seq. P/W	\$7.40/m	\$7.86/m
2.	Carbonless Paper, 18/20# 8 1/4 x 11, 2 Part Rev. Seq. C/W	\$7.40/m	\$7.86/m
3.	Carbonless Paper, 18/20# 8 1/4 x 11, 3 Part Rev. Seq. P/C/W	\$8.09/m	\$8.59/m
4.	Carbonless Paper, 18/20# 8 1/4 x 11, 4 Part Rev. Seq. G/P/C/W	\$8.65/m	\$9.19/m
5.	Carbonless Paper, 18/20# 8 1/4 x 11, 5 Part Rev. Seq. GD/P/C/G/W	\$8.88/m	\$9.43/m
6.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4, 2 Part Rev. Seq. C/W	\$30.41/m	\$32.30/m
7.	Carbonless Paper, 18/20# 8 1/4 x 11, 6 Part Rev. Seq. GD/P/C/G/B/W	\$9.15/m	\$9.72/m
8.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4 3 Part Rev. Seq. P/C/W	\$34.38/m	\$36.51/m
9.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4 4 Part Rev. Seq. G/P/C/W	\$36.66/m	\$38.93/m
10.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4 5 Part Rev. Seq. GD/P/C/G/W	\$38.00/m	\$40.36/m
11.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4, 2 Part Rev. Seq. P/W	\$75.00/m	\$79.65/m
12.	Carbonless Paper, 18/20# 8 1/4 x 14, 2 Part Rev. Seq. C/W, Recycled	\$9.11/m	\$9.67/m
13.	Carbonless Paper, 18/20# 8 1/4 x 11, 2 Part Rev. Seq. C/W, Recycled	\$17.02/m	\$18.07/m
14.	Carbonless Paper, 18/20# 8 1/4 x 11, 3 Part Rev. Seq. P/C/W, Recycled	\$20.00/m	\$21.24/m
15.	Carbonless Paper, 18/20# 8 1/4 x 14, 3 Part Rev. Seq. P/C/W, Recycled	\$10.98/m	\$11.66/m
16.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4, 4 Part Rev. Seq. G/P/C/W, Recycled	\$39.10/m	\$41.52/m
17.	Carbonless Paper, 18/20# 8 1/4 x 11, 4 Part Rev. Seq. G/P/C/W, Recycled	\$22.25/m	\$23.63/m
18.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4 3 Part Rev. Seq. P/C/W, Recycled	\$36.66/m	\$38.93/m
19.	Carbonless Paper, 18/20# 8 1/4 x 11, 5 Part Rev. Seq. GD/P/C/G/W, Recycled	\$9.50/m	\$10.08/m
20.	Carbonless Paper, 18/20# 17 1/4 x 22 1/4, 2 Part Rev. Seq. C/W, Recycled	\$33.35/m	\$35.41/m
21.	Padding Compound for NCR Brand Carbonless Paper	\$46.66/gal	\$49.55/gal
22.	Indicator Spray for Testing Carbonless Paper, CP	\$56.00/cs	\$59.47/cs

Total amount of this action is \$ N/A. Total remuneration of this contract is not to exceed \$ N/A. N/A due to quantities are based on estimated amounts established on the QPA agreement.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

By: C. R. Brown

Attested By: _____

Printed Name: C. R. BROWNTitle: MANAGER - TAX SUPPORT BUSINESSDate: 12/14/02

3172326855

State of Indiana Agency:

By: Mark Wehmpeter
Printed Name: MARK WEHMPETER
Title: Acting Plant Manager
Date: 1/15/03

Data Processing Oversight Commission

By: N/A
Printed Name: _____
Title: _____
Date: _____

Department of Administration

David Perlini
David Perlini
Commissioner
Date: 1/24/03

State Budget Agency

N/A
Marilyn F. Shultz
Director
Date: _____

Office of the Attorney General

James F. Schmitt
Stephen Carter
Attorney General
Date: 3.11.03